

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

WIEMERS FARMS INC.; HOSTO, LTD;
MICHAEL FARMS PARTNERSHIP; MICHAELS
GRAIN FARM, INC.; GLEN VAN DERVEEN;
REBECCA VAN DERVEEN; RICHARD VAN
DERVEEN; NORMAN WHITE; HELEN LOUISE
BECKMIER; CE BEATY IRREVOCABLE TRUST;
DARRELL DEAN ENGLAND TESTAMENTARY
TRUST UNDER WILL; DONALD DUANE
DOZIER REVOCABLE TRUST; DOZIER FARMS,
LTD.; LINDA CAROLE DOZIER TRUST; LYLE
C. BECKMIER ESTATE; KAY LYNN AND TOM
WEITEICAMP; FRANKLIN FARMS, LTD.;
DOUBLE J FARMS; CLARK FARMS, INC.; AMY
WANCHO; KEVIN WANCHO; WANCHO, LLC;
EARL & STEVE PROBST FARMS, INC.; EARL
PROBST; STEVE PROBST; WADE WILSON;
JASON ZUMBAHLEN; DOUBLE H FARMS, INC.;
BRIAN JOHNSON; KATIE JOHNSON; WOLLIN
FARMS, INC.; VONDER HAAR, INC.; BEST
FARMS, INC.; KEVIN EBERLIN ENTERPRISE
INC.; CARTERS CORNER, INC.; B & B
SCRIBNER TRUST; BEATRICE F. SCRIBNER
FAMILY TRUST; MARGARET BASAK-
SCRIBNER; RUSSELL S. SCHWARM; MICHAEL
SCHWARM; CLAYTON GATHE; RAYMOND
REED; MICHAEL REED; SCHAUFINE FARMS
INC.; B & B FARMS OF VANDALIA, ILLINOIS,
LLC; CLEMENT LEROY HUBER; LIDY FARM,
INC.; MEINHART GRAIN FARM, INC.; YOCUM
AND YOCUM, LTD.; GABRIEL POPE;
HOLSAPPLE FARMS, INC.; STANLEY
HOLSAPPLE; HOLSTER, INC.; PHIPPS AG. CO;
JOHN PHIPPS; DOUG WELSH; WELSH FARMS;
JOHN V. WELSH; JOHN VINCENT WELSH; RAY
KENNETH FLOOD; SCOTT BICKNELL;
CHARLES AND DIANE ANDERSON TRUST;
WADE ANDERSON; POPE FARMS, INC.; JAMES
KEVIN CASE NO: JURY TRIAL DEMANDED
DEVORE REV. TRUST; SPENGLER FARMS,
LTD; WM'E DAIRY FARM, INC.; BRADLEY
PIFER; PIFER FARM; MOUNDSIDE FARM, LTD;
CLODFELTER FARMS, INC.; BRADLEY
YOCKEY; MARK DEDECKER; DALE

No. 15-cv-1379

HIMSTEDT; SACKRIDER FARMS, INC.;
GEORGE H CASE FARMS, INC.; RTS FARMS,
INC.; THOMAS T. CONNORS; TRIPLE T FARMS,
LTD PARTNERSHIP; QUAIL RIDGE FARM,
INC.; JAMES L. KREBAUM; PROSE FARMS,
LTD; PATRICIA DARLING; MICHAEL K.
WOLFF; BERNICE GRAUMENZ; TONY
MARCHELLO, INC.; BRADLEY D. WOLFF;
RYAN FRIEDERS; FRED BRIAN BLESSING;
LATERRA PARTNERS PARTNERSHIP; BKP
FARM LLC; BETZOLD FARMS, INC.; JANICE K.
ANNISS REVOCABLE TRUST; ROBERT E.
ANNISS REVOCABLE; ROBERT E. ANNISS JR.;
DAVID LASHMET FAMILY TRUST; FLORENCE
MARSHALL TRUST; HELEN E. CUTRIGHT
REVOCABLE LIVING TRUST; N.J. BECK
TRUST; KAREN ROBINSON; WILLIAM DEAN
ROBINSON; WATERS FARMS INC.; BURNSIDE
ACRES, INC.; BURNSIDE FAMILY FARM;
ROGER HARRIS JR.; RH FARMS, INC; CALAME
FARMS, INC.; KIRK FELLER; DANE FELLER;
MATTHEW WATERS; JAN RIDGELY; JORDON
RIDGELY; GILL FARMS PARTNERSHIP; GILL
FARMS, INC.; BLAINE DEHART; MATTHEW C.
TAYLOR; BARBARA J CURRY; RANDALL W.
CURRY; RONALD W. CURRY; STEVEN R.
CURRY; DROMEDARY FARM TRUST; PHYLLIS
SUE POTTER; ROBERT G. POTTER; THOMAS L.
SAWYER; JERRY SCHULTZ; SHANE M.
CORNWELL; JUSTIN TOWNSEND; ERIN
PHILLIPS; BECKY SANDER; JOEL SANDER;
CARL D. TINGLEY; ORIN WASHBURN;
WILLIAM J. MAHER; RANDALL J. WELSH;
ROSE BROTHERS FAR; MARY CLAYTON;
RODNEY A. NEWELL; WEHRLE BROS.
EQUIPMENT, INC.; WILLIAM L. KEYS; PHILLIP
GARWOOD; AMY HILDEBRANDT; KEN
HILDEBRANDT; KARLA HILDEBRANDT; DON
HILDEBRANDT; NORMA V. MAHER; STEVEN
D. STROLE; PATTY MCCLASKEY; DANIEL
MCICAY; LANCE B. CARLSON; LEEFERS
FARM INC.; WILLIAM W. LEEFERS; WONDER
LAND RANCH, INC.; BLAKE E. LEEFERS;
DOUGLAS BENNING; POE ENTERPRISES;
DONALD RAYMOND POE; LANCE POE; THE
ESTATE OF ALICE EDITH HENRICKSON;

SARAH ALICE POE; HAROLD DARBY BROWN; GLEN DAVID BROWN; JIM FLETCHER; JEAN SMITH; DOUGLAS A. PETERSON; CAROLYN MOFFITT; DONALD LEE MOFFITT; JUSTIN LEE RUSSELL MOFFITT; RUSSELL MOFFITT FAMILY TRUST; M. MARIE NATTIER; JOHN BURNAM; JOANN BURNAM; EVANS FARMS, INC.; IVAN EUGENE EVANS; KAYLA CHEATWOOD; JERRY SIMS; SWEENEY BROTHERS, LLC; JERRY SWEENEY; CAROLYN BRAMBLE-PALMER; DONALD SWEENEY; MICHAEL SWEENEY; GRIMES LERNA FARM; JOY CASTLE; VICTOR CASTLE; LAVONNA DAVIS TRUST; CAROL GRIMES; LELAND GRIMES; JUDY KEMP; ROSE MARIE SNIDER; WILLIAM SNIDER; SWEENEY FARMS, LP; MARY JANE CURRY; HERRINGTON FARMS, INC.; IRWIN FARMS, INC.; ROBERTS FARMS, INC.; CHARLES E. METER; C & M FARMS, INC.; RENNEGARBE FARMS, INC.; DENNIS LONG; J. TOM DONNELL; DONALD R. MAPES; PATSY SCOTT; MARRS FARM, INC.; MARRS FARM, LLC; WILLIAM MARRS II; S & S FARMS; CHARLES LEROY SCOTT; RUSSELL D. THOMAS; TRAVIS THOMAS; ERIC K. WHITE; JAMES A. HAZELWOOD; DEAN R. SHAFER; LOUISE SHAFER; JOHN SCHAFER TRUST B; ALBERT K. KRAUSE FAMILY TRUST; KRAUSE AG LLC; RICHARD ROSICAMP; MARK R. ROSICAMP; ANN MARIE AMENT; JAMES S. CODDINGTON TRUST; MIKE WINSLOW; JOSH MORELAND FARMS; MCCLAIN FARMS, INC.; BARBARA A. JACKSON; SCHLOOT FARMS; DONALD FREEMAN SCHLOOT; MATTHEW ELLIOTT; MURDOCK AND SONS, INC.; JAMES RAY MURDOCK; NATHAN MUSSER; KYLE MURDOCK; JOEL D. BROOKSHIRE; RAYMOND HARVEY GOSCH; BRUCE WILLIAMS; NUMBER 2 YELLOW, INC.; NEAL MEYER; FRANKLIN EDWARDS; GLENN BABB TRUST; MARK SUCKOW; BOLLIN FARMS, INC.; GERALD THIESEN; JOHN UNDESSER; BASSETT FARMS; LAWRENCE W. SAUER TRUST; PONY TAIL FARMS, INC.; JEFF RAINWATER; JIM WALTER; LOWELL IOERGER; HAYDEN FARM & FEED, LLC;

TANNER FARMS; MCMICHEN FARMS;
ELIZABETH LANKFORD; FRED TIMOTHY
DONALDSON, JR.; LAUREN DONALDSON;
KENNETH WATKINS FARMS; CHARLES
DONALDSON; DAVID DONALDSON; FRED
TIMOTHY DONALDSON; JOHN DONALDSON;
HAYNES FARMS, LLC; GLENN DELL;
ANDREWS FARMS; CLINTON DODSON;
DOBBINS FARM, LLC; DUKE FARMS;
GILLILAND FARMS; GREESON FARMS; GREG
WHITAKER; HALL FARMS, INC.; JACK'S
TRUCKING, INC.; JEFFREY BUTTRAM;
LONGNECK FARMS, LLC; LOVE FARMS; MIKE
WHITAKER; MURPHREE SEED FARMS;
MYERS FARMS; PHILLIP ASHLEY; SAMMY
ALLEN; REVELS & SONS FARM, LLC; ROBERT
WILLIAMS FARMS; STANLEY HINSON FARM,
INC; SINGLEFIELD FARMS; CARLON POORE
FARMS; CHANDLER FARMING, LLC;
CHANDLER FARM, INC.; CHANDLER
FARMING PARTNERSHIP; GARNER
PROPERTIES, LLC; GRIFFITH AGRICULTURAL
CORPORATION; JOHNNY ARNOLD FARMS,
INC.; THOMPSON FARMS; KEVIN KASMEIER
FARMS / 3 - K FARMS; BENJAMIN LOONEY
FARMS; LOONEY FARMS, LLC; JOHNSON
FARMS; RABY FARMS; WILLIAMS FARMS;
CORNELIUS J. HUDSON CORN PLANTATION;
KEVIN MILHOUSE; GLENN HALL FARMS;
ANDREW WORDEN; BOX W INC.; BRADEN
SCHAAL; CAROLYN STAATZ; CLYDE
SCHAAL; D&E PARTNERSHIP; DAN & KYLEE
METTENBERGER; DARREN DOBLER; DAVIS
BROTHERS FARMS, INC.; DONALD DAVIS;
DUELL FAMILY FARMS GP; F AND DD FARMS
GP; GREGORY JAMES; LARAE DOBLER;
LOGAN FELDHOUSEN; ROBERT STAATZ;
JOHN HARD WICK; LMC GROVES, LLC; LMC
GROVES, LMC; DANITA COOPER; HERBERT T.
PRICE FARMS; JACKSON & WORTMAN, LLC;
ROGER T. PRICE FARMS; CALHOUN FARM
PARTNERSHIP; DRY CREEK FARMS GENERAL
PARTNERSHIP; HARVEY JORDAN FARMS
PARTNERSHIP; JOHNNY BRAZEL FARMS;
LEARY FARM PARTNERSHIP; LEARY PEANUT
FARMS, LLC; JAMES L. GRIFFIN FARM;

LITTLETON FARM; MCCLURE FARMS; MCCLURE AND GWINES FARMS; ANDREW J. BELL; ANDREW T. PARKER; ANDY CARROLL; CAM R. STRANGE; DAVID NORMAN FARMS; DEAN ARNETT; ELTON BALDY; GENE ARNETT; J.A. NORMAN; JON BUCKNER; KENNY BENNETT; KNOX FARMS, PARTNERSHIP; MARY S. BUCKNER; MCCLURE AND GWINES FARMS; MOSS FAMILY FARMS; RANDALL CARROLL; RANDY BUCKNER; RONNIE NORMAN; STEVE BENNETT; THAGGARD FARMS; FAIRGREENE FARMS, INC.; ARABI FEED & GRAIN; FAIRGREENE FARMS PARTNERSHIP; LIME CREEK FARMS, INC.; CHAMBLESS FARMS INC.; GOOLSBY FARMS; CONSOLIDATED FARMING COMPANY, LLC; DW FARMS, LLC; JONES FARMS OF WARWICK, INC.; KIRK JONES; WRIGHT FARMS, LLC; SAMMIE WOOTEN FARM PARTNERS; DARSEY FARMS, FLP; GRADY T. HATCHER FARM, INC; T & T FARMS; EDDIE LAMON; FRANCES LAMON FARM; RANDY DOWDY; DOWDY FARMS; NOTLOH FARMS PARTNERSHIP; RIVERVIEW PLANTATION, INC.; CLAY MCDANIEL FARMS; COPPS FARMS; JERRY HEARD JR. AND JEFF HEARD FARMS; JOMES THOMAS; GESTON WOMACK FARMS; MICHAEL WOMACK FARMS; LARRY T AND SHARON LODGE; BANISTER BROTHERS FARMS; BRYAN BUSTLE; CALVIN B. MCCRACKEN; CALVIN MCCRACKEN; CLARK FARMS; CLEBURN BANISTER, JR.; MICHAEL YORK; RENLEY BUSTLE; TAB BUSTLE; STEVEN BARNES; W & C FARMS, LLC; CARTER FARMS; KEITH D. WHITE, LLC; M & S ROBERTS FARMS, LLC; ROBERTS BROTHERS FARMS, INC.; PATTERSON FARMS; STRENTH & FORD FARMS; TODD SIZEMORE; WAYNE BOWER, LLC; NIDLINGER FARNS, INC.; JACK BUCK FARMS; CLINT ORR FARMS; CLINT ORR; ORR FARMS; DECKER FARMS; BERGER FARMS, NC; BLAIR/FRANK FARMS; LYLE SCHULTZ; DAVID GUNNING; HARNER FAMILY FARMS, INC.; MICHAEL D. DEVORE; PHIL LEISURE FARM; PHIL PETERSON; VAN DEWATER

F FARMS, INC; VICTOR L. DEVORE; WILLIAM DAVID DEVORE; GEORGE MILLER; CARRIE ERTEL FARMS, INC; FLOYD FAMILY FARMS, LLC; RLB FLOYD FARMS, INC.; BRENT FLOYD; FREDRICK M. JONES; TILLIE LEISURE FARMS, INC; MARK PELKO; MARC LAUDEMAN; PHILLIP GEISE; ROBERT D. DAWSON; R J ADAMS FARMS, INC.; STONE FARMS, INC.; SHEETS FARM; KIMBROUGH FARMS, INC.; LARRY BURNETT; MICHAEL JACKS; JACKS FARMS, INC.; ROBERT HALT FARM; ROBERT P. SOUTHER; VERNON BROOK ANGUS; MARY TICKNOR; ROBERT TICKNER, SR.; ROBERT TICKNOR, JR.; RODNEY TICKNOR; STEPHANIE TICKNOR; HOAKISON FARMS; GARY STEARNS FARMS; MELVIN NOE; HALVERSON FARMS; LARRY MILLER; RICKY BURDINE; BRAD CHESTER; DUANE HILYARD; JACK MCKEE; JAKE TANNER; LAME ERICKSON; REX ERICKSON; RICHARD ERICKSON; SON TAN FARMS, LLC; TANNER FARMS, INC.; TODD TANNER; TROY MCKEE; MARJORIE NAELIEB; PARKAY FAMILY FARMS, INC.; MATEER FARMS; MICHAEL BLUME; OLIVER THIESE FARM; STEVE MARTENS; HEEBNER FARMS; WALKER FARMING; DENNIS ELLERBACH; ELLERBACH LIVESTOCK FARM; DONALD STECHER; HEEBNER FARMS PARTNERSHIP; PAUL CLAUSEN; L. C. GRAY; LEON FRENCH; TIM BREDENSTEINER; DAVE MINCER; KENNETH WURTELE; PAYNE VALLEY FARMS, LLC; RBJ FINNELL FARMS; STEVEN ADICINS; NED JOHNSTON; S C FARMS; FREDRICKSON FAMILY FARM LLC; FIOLI CORP.; WILLIAM SNYDER; FOLKER FARMS, LLC; KASSMEYER FARMS; PATRICK MAHONEY; PORK PARK; SCOTT STICK FARMS; DENNIS DEWITT; DON AG LTD; HOBBS FAMILY FARMS, INC.; MIKE BARR; DANNER FARMS, INC.; NORMAN ANDREAS; VIRGIL CROUCH; ROBERT BEACH; BW FARMS; KEITH ARENS; RANDY GALLES; K & J BRABEC FARM CO.; DAVID WIESLANDER; FOWLER FARMS; THE PEARSON CORPORATION; BANE FARMS; DOUG

LEADERS; HAWICEYE FARMING, INC.; LEROY W. HANSEN; OLSENFISCHER FARMS; JOSHUA BERG; WESTPHAL FARMS; CHAD KOOIMA; HUYS MIT, INC.; MERLE VAN ICLOMPENBURG; GRIGGS FARMS; STEVE MANN; WILLIAM R. KEEL; RONALD F. PUFFER; JASON MEINS; EAGLE VIEW, INC.; GARY BRIGGS; DEAN HARDEN; BENJAMIN HUBERT DUELL REVOCABLE TRUST; CHRIS BRUNA; PHILIP NEWTON; LARRY MANNING; JACK GANT; BRADFORD L. HAGEDORN; DONALD AND MARIETTA HAGEDORN; HAGEDORN 540 LLC; HAGEDORN LAND COMPANY; 55-B, LLC; DELL'S GENERATION FARMS, LLC; ROLLING HILLS FARM; KELLEY FARMS; SMUTS FARMS; ROBERT REESE; JOSEPH VOHWINKLE; CARMAN FARMS; WINDY RIDGE FARMS; SPRAGUE FARMS; PHILLIP C. CURTIS, JR.; CORBY GRAFF; DUANE ROIGER, INC.; TYLER GRAFF; HAUSLADEN HEIFER HOUSING; JEFF & RODNEY WAYNE; JEFF YOUNG; RONALD FRUECHTE; JULIAN STUSYNSKI; JEFFREY AND EUNICE BOERBOOM; RICHARD A. TIMM; JOE PIERCE / JP FARMS; FEY FARMS, INC.; MICHAEL GILBERT; JERRY RADDATZ; PHILIP GRAFF; DENNIS KIRTZ; DIEKEVERS FARMS; LUVERNE FARM STORE; DAVID DINGMANN FARM; MICHAEL THEISEN; JOHN W. ANGELL; JOSEPH DIETZ; DIETZ FARMS; JDA INTERNATIONAL; DEAN NUSZLOCH; HAROLD LAUDENBACH; JEROME E. BRUNS; FOXTRAP PLANTING COMPANY, LLC; CHRISTOPHER LEE SKINNER; CONNELL FARMS; ELLENDALE LAND COMPANY; EVANS PLANTING COMPANY; K & T PLANTING; TRIPLE H PLANTING CO. II; EGYPT PLANTING COMPANY III; AVENT PLANTING COMPANY; BARIOLE FARMS, INC.; BC FARMS; DDS FARMS; FOUR FARMS PARTNERSHIP; FRED POINDEXTER; FULGHAM FARMS; HIGHLANDALE PLANTATION; JERRY KENT FARMS; KEVIN RICHARDSON FARMS; LARRY JO MAKAMSON FARMS; LOCHLEVEN II; M&E FARMS; MAICAMSON PLANTING CO.; MCMILLAN

ACRES; NEW HOPE FARMS; PRESTIDGE FARMS II; RANDOM SHOT FARMS; RAY MAKAMSON FARMS; RONNIE MOSS FARMS; W.M. JENNINGS & SONS; WHITE BROTHERS; DELTA'S EDGE PLANTING COMPANY; WILD WOOD FARMS; DIXIE FARMS; CARTER PLANTATION, LTD.; CCA PROPERIMS, LLC; TWO JACKS FARMS; SWAN LAKE FARM; J.G. FLAUTT FARMS; WEBB FARMS; BOWDRE PLACE; TOTELOW PLANTING COMPANY; JUDY HAYS; E. LEMINGS FARMS; CARL FARMS; PRUSSMAN FARMS; ROBERT GRUENDER; VIRGIL KOECHNER LIMITED FAMILY PARTNERSHIP; EMMONS FARM PARTNERSHIP; KEITH EMMONS SR., FARMS; FRAZIER FARMS; RINGER HILL FARMS, INC.; RAY & GARY MACHENS FARMS, INC.; WILLIAM ENGEL; BRENNIES BROTHERS; TROY A. SCHNELL; JESS DUNCAN; WILLIAM KEEP; RUSS HILGER; RUSS & SHIRLEY HILGER JV; SIFFRING FARMS, INC.; PAUL RICE; CHARLES MEIROSE; NEJEZCHLEB FARMS; GARY A. BELOHRAD; ERIC GEIGER; OTTO, INC.; MARLENE J. GEIGER TRUST; OTTO & MARLENE GEIGER TRUST; DOLL FARMS, INC.; BRUHN'S PACKING COMPANY; HAROLD MORAGEC; CLINTON SCHLUNTZ; RONALD K. NELSON; KEITH PINKELMAN; DANIEL SPENCER; BRAD MOYER FARMS; TROY REESE; HECTOR FARMS; R & K FARMS; MR. & MRS. ORVILLE HIMMELBERG; ROBERT F. BIEL; CHAD SEEFELDT FARM; ALLEN S.DEEN; ROBERT J. PODZEMNY FARMS; JOROSE FARM; WENDELL ROGERS; CARL STEWART, JR.; PHILIP JENSEN FARMS; RONALD GORE FARMS; CHARLES & EDWARD CAINES PTR; FAMILY FARM #3903; RICHARD LANIER; RICHARD LANIER, JR.; WHALEYS FARMS; WILLIAM LANIER; JAMES A. GREENE; CHARLES MELZA ROOKS; JEFFREY CHARLES ROOKS; ROOKS FARM SERVICE, INC.; SCRAPPY HALL FARMING; A&C LOCKLEAR BROTHERS FARM, LLC; BENTLEY HARRIS; BOBBY CREECH; BRIAN MAYNOR; BUTE FAMILY FARMS PARTNERSHIP; ELLIOTT LLOYD; GRADY JR. LOWERY;

HENRY LOCKLEAR & SONS, INC.; JACK LEGGETTE FARMS; JACK MARTIN OXENDINE; JAMES CAREY BRIXEY; JAMES POWERS; L&R MOORE FARMS, INC.; LEE GRADY LOWERY; LOCKLEAR BROTHERS FARM LLC; MAYNOR FARMS, LLC; MCDONALD BROS. FARM'S PARTNERSHIP; MOORE BROTHERS AG, INC.; OXENDINE FARM; RONALD LOWERY; SHOEHEEL FARMS, GP; TALTON LOCKLEAR & BIG T POULTRY; THOMAS POWERS, JR.; WAKULLA FARMS, LLC; WILLIAM LOCKLEAR; WILTON BRITT; SIMMONS FARM; M & A HOOKS FARMS, LLC; ROBERT HANSEN; DARREN PTACEK FARMS; SANDY JUST; 7 SOUTH AG, INC.; MYERS PRO AG, INC.; MICHAEL C. WYUM; RANDY PTACEK FARMS, INC.; STEVEN R. WYUM; WWD FARM PARTNERSHIP; RANDY A. WILSON FARM; MARK KLOSTER FARMS INCORP.; JEFF MOEN; STEVE LARSON; SCOTT SEXTRO; ALAN SPRACKLEN; JOSH BARCLAY; LONNIE BARCLAY; SUTTER BROS.; CLYDE STUMP; MARLIN STUMP; MONTY STUMP; STEVE LONGFELLOW; BAUDENDISTEL FARMS; .1. HERMAN RANDALL; KENT CAMPBELL; KENT CLARK FARMS, INC.; LARRY MANGAN; LETA THORDSEN FARM; MARK GORDIN; MARK THORDSEN FARM; MIKE BOUDE; THADDEUS HAINES; TIM MANGAN; LAROCHE FAMILY FARM; ADAMS FARMS; GARY ANGLES; LEROY WILSON; DAVID ANGLES; DAN WARNECKE FARMS; L. JOE ANGLES; FEICHTER FARMS; KOWALKA FARMS; GUIDEDPATH FARMS; RICHARD PAVOLKO; JAMES NEUBURGER; BLUEBERRY HILLS OF HANOVER, INC; SAMUEL FAUST; TYLER FARM; JAMESON FARMS, INC.; WILLIAM J. BAIR FARMS; WAYNE HAINES; ZIMBELMAN FARMS; GOLDEN WEST FARM/HAWKS HEREFORDS; ARMON ZENS; WALKER'S DAIRY FARM; DANNY F. SAMMONS; THOMAS KENDALL; FULLEN AG COMPANY; CENTRAL PLANTING COMPANY; HENSON LIVING TRUST; KEERBS FARMS LLC; JORDEN REA; GRIFFITH CUSTOM MEATS; BAECKER OIL CO;

LEYSTRA VUE FARMS; LEAMAN FARMS; DONALD ALCORN; PETER BONIN; RIDGE VALLEY ACRES, LLC; VOSBERG FARMS, INC.; SCHADT FARMS; GITZLAFF FARMS, INC.; HARRY D. DUDKIEWICZ; LARRY AND DIANE WHITE; BRUCHS FARM, NC; JAMES A. RIEKEN; KAY SUITER; RON WEISENBECK FARMS; JAMES LANGE; DAVID R. GLISSON; BROOKSCO FARMS, INC.; DAVID PRICE FARMS, INC; GARY NICHOLS JONES; JERRY WALLS; FOWLER FARMS; LADSON FARMS; L J FARMS; STEVE PERKINS; DELVIN WILLIAMS; LARRY BRANTLEY; RYAN MCLOON; WILLIAMS FARMS, LLC; WEN - FRE - FARMS, NC.; ROBERT MOORE, JR.; BRIAN K. MORRIS; BOYLES FARM; BRUCE FARMS, NC; SMITH-BROS. FARM & CATTLE; JERRY YOUNG, LLC; WINDALL HOBBY; BRANDON HARTSFIELD; GUNSMOKE FARMS COOP; JEFF HARTSFIELD; M & J FARMS PARTNERSHIP; MORRIS FARMS PARTNERSHIP; SHOTSIES FARM, INC.; STUART B. JONES; W. STACY JONES; FITZGERALD INSURANCE AGENCY, INC.; GILLETTE FARMS; JAMES MILTON GILLETTE; ROBERT MORRIS RIGGS; KELLY GRAGG; PHILLIP GREENE; RANDALL W. GREENE; SCISM FARM; STEVE GREENE; WILSON FARMS OF SHELBY, LLC; ETHAN C. MALPASS; THURSTON CALVIN MALPASS; DAVID WALKER; JOHN B. SMITH; MICHAEL BULLARD; SAMMY WARREN; CHARLES HAMILTON; DENNIS COLLINS; BARBARA ROOKS; H. ALLEN WOOTEN D/B/A WOOTON FARMING & SOD; M&I FARMS; RAWLS FARM; ROBERT A. MOORE; SHADY LANE FARMS, INC.; DANNY AND SYBIL BULLARD; CHRISTOPHER KEITH MATHIS; RONNIE CARTER FARMS, INC.; MAYER AGRIEQUIPMENT; THANCO TRANSPORTATION; G & R FARMS; GR FARMS PARTNERSHIP; LYNN S. CARR; VVF PARTNERSHIP; WARREN FARMING CO., INC.; JANIE CATHERINE SMITH; ALEX H. CULBRETH; ROBERT BOYER; SYBIL BULLARD; HEERTEN BROS; LEIGH HEIMANN; MATTHEW HEIMANN; PAUL HEIMANN; HEM

CO FARMS INC; RODNEY HEINEN; FRANCES HEINRICHS; LYLE HEINRICHS; ANTON HEKRDLE; DALE HELMS; DALTON HELMS; DEREK HELMS; LOUIS HERBERT; MARVIN HERBERT; JERRY HERCHENBACH; JAMES HERIAN; DEVIN HERRICK; MARK HESKETT; HIGGINS RANCH; HIGH POINT CATTLE CO; DOROTHY HILLEN; GLEN HILLEN; CATHY M HILL-KLEIN; HILLTOP INC; DONALD HIMMELBERG; ELVON AND PAULETTE HINES; SHANE HINES; GAYLEN HINGST; JARROD P HLADKY; JOHN HLADKY; HOATSON LAND & CATTLE LTD; CLAYTON HOKE; JAMES HOLTGREWE; MERLYN HOLTGREWE; DANIEL HOMAN; PAULA AND ROGER HOOD; HOWARD SCHINDLER FARM; MARC HROCH; KEN HUBL; ALAN HUETTNER; RAY HULA; RYAN HUXOLL; MATTHEW ICKES; J MCGEE INC; NEIL JACK; ROD JACK; JACKMAN FARMS; AARON JACOBS; DENNIS JACOBS; HARLAN JACOBSON; RONALD A JANDA; STEPHEN JANDA; THOMAS JANDA; JANO FARMS; CHRISTOPHER W JANSEN; WAYNE JANSEN; JERRY JASPERSEN; JB ENTERPRISES; JBK INC; JEDO'S LLC; JEFF BARTLETT INC; DOUG JENKINS; JLCA INC; JOAN SCHULER REVOCABLE TRUST; JOHN BARTLETT INC; JOHN H. ALBRECHT TRUST; ALAN JOHNSON; DARCY JOHNSON; DAVID JOHNSON; DEBRA JOHNSON; GARY L JOHNSON; GAYLE D JOHNSON; GREG A JOHNSON; JAY V JOHNSON; JAY W JOHNSON; STANLEY JOHNSON; WADE JOHNSON; JOHNSON CANYON VIEW LLC; JOLYN FARMS INC; PERRY JONES; DWAIN JORDAN; JORDAN FARMS INC; KEVIN JORGENSEN; MARLIN JORGENSEN; ROYCE JUEGER; DENNIS JUNCK; BRIAN KACZOR; DAVID AND CARLEEN KALLHOFF; MICHAEL R KALLHOFF; GENE KAUP; KAUTH FARMS; BRENT M KELLY; GARY KELLY; MIKE AND DEB KELLY; RYAN AND BRIANNE KELLY; KENNETH M PROSOSKI & KAREN L PROSOKI TRUST; HENRY KETTELER; JAMES KILPATRICK; ELTON KING; KINGS ACRES LLC; SCOTT KINICAID; KINNAN AG INC; KENNAN AND

TINA KITT; RANDY KLAWITTER; KURT KLINE; JOHN KLITZ; NICHOLAS KLOSEN; KLOSEN LAND & CATTLE CO; ANDREW KLUG; KNAUB NC; ALAN KNEIFL; LELAND KNEIFL; FREDERICK J. AND JOHN L ICNIEVEL; ICNIEVEL FARMS NC; KERRY KNUTH; KURT KNUTSON; VICTOR AND NANCY KNUTSON; KNUTSON FARMS LLC; KNUTSON LAND & CATTLE, INC; LAVONNE KOEHLER; KENNETH KOENIG; KEVIN J KOENIG; GREG KOETTER; TWILA KOETTER; RANDY KOPERSKI; EMILY KORINEK; DAVID KORTE; HARRY KORTE; GENE KORTH; LARRY KORTH; MIKE KORTH; ROBERT KRAENOW; CLIFFORD KRAMER; DEB KRAMER; JEROME KRAMER; JOHN KREUSCHER; JASON KREBS; IMA JEAN KRUSE; ROBERT KSIONZEK; PHILLIP KUCERA; ROBERT KUCERA; DALE KUHLMAN; KUHLMAN FARMS INC; GERALD KUMM; STEVEN KUMM; JOHN KUNZMAN; KEVIN R KURPGEWEIT; DALE KURTENBACH; JAMES KURTENBACH; JEFF KURTENBACH; L & J ROGERS FARMS INC; L & L FARMS; L & M FARMS; L Z FARMS INC; ANTHONY LABENZ; GARY LABENZ; DOUGLAS LAGE; ORVILLE LAGE; DARRELL LAMMERS; ROGER LARSEN; BRIAN LARSON; GALE LASSEN; LAUBNER BROTHERS; LAWRENCE & GLORIA HANSEN REVOCABLE TRUST; LAZY HX BAR INC; LAZY K FEED YARD INC; BILL AND MICHEL LEAPLEY; JIM AND JOHN LEAPLEY; LEE VALLEY INC; ARLAN LEISING; LEMMER RANCH; ROB LENZEN; LEROY BUSBOOM REVOCABLE TRUST; DALE LESIAK; KENNETH LESIAK; KEVIN LESIAK; TIM LESIAK; TOM LESIAK; LGN FARMS INC; LINCOLN VALLEY FARMS INC; JACK LINDLEY; LINTNER FARMS; LISMAR FARMS INC; LJ BECKMAN INC; LOGAN REED FARMS; LONG VIEW FARMS INC; JACK LOOMIS H; ANTHONY LOOMIS; LORENE JEWELL REVOCABLE TRUST; JEFF LOSHONKOHL; LP FARMS INC; LS DAMME FARMS, INC.; LucErrA E ANDREWS TRUST; LEROY LUEBBERT; OLIVA LUEBBERT; RALPH

LUEBBERT; ED LUETKENHAUS; DAN LUTJESN; LEON LUTKEMEIER; LYDICK FAMILY FARMS LLC; GALEN LYONS; M & D INC; ROBERT A MAGER; STEVE MAKOVICKA; MAPLE LEAF DAIRY; DWAIN MARCELLUS; MARK OBERG LLC; MARK SUNNEBERG FARMS; JASON MARSCHMAN; CHRISTOPHER MARSH; CHARLES MARTIN; MARTIN FARMS LLC; MARY ANN PETERSON JANSEN FARMS INC; MASHED "0" LLC; MASON GROVE LAND & CATTLE; JAMES P MAYFIELD; CRAIG MAZOUR; DON MAZOUR; JEFF MCBRIDE; JOE MCBRIDE; LARRY A MCCLELLAN; ROGER MCCLELLAN; MCCLELLAN FARMS; CHRISTOPHER J MCKILLIP; DENNIS MCKILLIP; MCL FARMS; MEIS & SONS LLC; FLOYD MELCHER; RANDY MELCHER; RICHARD MELCHER; JEFF MERADITH; ANDREW AND DEREK METHOD; BILL METHOD; FRED MEYER; KELLY MEYER; MHG FARMS INC; MHG INC; DELVIN MICEK; GERALD F MICEK; GLEN A MICEK; MICHAEL FARMS; MIKITA FARMS INC; MIKITA LLC; MJS FARMS INC; BRIAN MOBS; DAVID MOHLMAN; ED MOSER; GERALD MOSER; DORAN MOSS; LARRY MUDLOFF; LORI MUDLOFF; JAMES MUELLER; MURDOCH PARTNERSHIP; MUSTION FARMS; BRYCE NABER; NACORA LTD; BEN NELSON; ROGER NELSON; MICHAEL NICICMAN; DALE NICOLAUS; NIOBRARA FARMS; ART NITZSCHE; NOONAN EQUIPMENT; NORMAN RUSKAMP FARM; NORTH POOLE FARMS INC; NORTH STAR FARMS; STEWART NUESCH; JOSEPH OBERBROCKLING; MARK OBERG; ANTON OELTJEN; ANDERS OLSON; DAN OLSON; LOWELL OLSON; RANDY L OLSON; SCOTT L OLSON; STEVE OLSON; OMAHA NATION FARMS LLC; ARLYN AND KAY OSBORN; OSBORN FARMS; ARTHUR OSTERMEIER; OSTERMELER LIMITED PARTNERSHIP; DOUG OTT; GLEN OTT; RANDY OWENS; TANNER PARDE; PAVELKA RANCH; PETERSON FARMS; PETERSON LIVESTOCK INC; PETTETT-FLORELL LAND & CATTLE; MARVIN PFEIFER; THOMAS

PFEIFER; WADE PFEIFER; PHYLLIS HAGERBAUMER ESTATE; PINE CANYON AG; CHRISTOPHER POHL; POHL FARMS INC; LOWELL POPPE; PAUL POPPE; TROY POPPE; PORKVIEW FARM INC; BROCK POSPICHAL; RANDY POST; GARY POWELL; POWELL CANYON RANCH; ALLAN PRESTON; MARK PRIBIL; PRIME TIME FARMS; LYLE PROBST; MYRON PROSOSKI; MICHAEL PROSOSKI; MIKE PUHALLA; PVT LAND & CATTLE LLC; R & G PARTNERSHIP; R & J WAHLGREN GENERAL PARTNERSHIP; R G LINDSTROM FARMS INC; RAE-VALLEY FARMS; RALPH & LAURA DELONG TRUST; MICHAEL RAMAEKERS; RANCIN INC; HEATH RASMUSSEN; WAYNE RASMUSSEN; RAUN FARMS INC; RAY J FARMS INC; JIM REALPH; EARL REEVES; JAMES E REEVES; JOHN REEVES; MATTHEW REEVES; REEVES FARMS LLC; BRUCE REGIER; GAYLAND REGIER; KIM REGIER; MAXINE REGIER; JOHN REICH:MUTH; RICHARD REIKOFSKI; REMD LLC; RODNEY RENKEN; MIKE AND CHERYL RENTSCHLER; RICHLAND ACRES TRUST; JAMES D AND SHARON J RILEY; RINNE FARM LLC; RIVER ROCK FARMS; ROBERT E & KATHERINE R BRUMMELS TRUST; TIM RODEHORST; LARRY ROEBER; WENDELL ROHRER; DONLD J ROLF; MICHAEL D ROLF; DUSTIN ROWE; HENRY RUDOLPH; JAMIE RUDOLPH; JOHN RUDOLPH; MIKE RUDOLPH; ARLYNN RUNGE; AUGUST AND CAROLYN RUNGE; AUGUST RUNGE III; JAMES M RUSH; CHARLES RUTENBECK; RYAN RUZICKA; LEONARD SALDA; MARVIN SCHANEMAN; JAY SCHILLING; SCHMIDT FARMS INC; JASON SCHNEIDER; RYAN SCHNEIDER; BRIAN SCHNOOR; SCHOEN FARMS INC; DAVID SCHOLD; JESSE SCHOLD; RON SCHOLL; DEAN SCHONEWEIS; DOUG SCHONEWEIS; MATT SCHRAMM; DON SCHULLER; KEN SCHUMACHER; SCHUMACHER BROS; RICK AND BRENT SEBADE; DONALD SEIER; MYRON SEIER; KIRK AND BARB SHANE; PERRY SHANE; SCOTT L SHANE; TODD AND AMY SHANE;

SHIRLEY A JOHANNES REVOCABLE TRUST;
BILL SHOTKOSKI; SIMPSON FARMS; JAMES
SISSON; RONALD SLOBASZEWSKI; ALAN
SMITH; GERALD SMITH; SOLL FARMS; HELEN
SOLT; JERRY SOUKUP; MATTTHEW SOUKUP;
ELAINE SPANJER; LELAND SPANJER; DANIEL
SPRUNK; DAVID SPRUNK; LEROY SPRUNK JR;
LEROY SPRUNK SR; BRYAN STANCZYK;
JAMES STANCZYK; BRETT STANEK; VAL
STANEK; DEAN STARA; DONALD STARA;
ERIC STARA; GARY STARA; JIM STARA;
KEITH STARA; KENNETH STARA; PHILIP
STARMAN; GERALD STECH; MARVIN STECH;
RONALD STECH; ADAM STEFFEN; BART
STEFFEN; GENE STEFFEN; MATT STEFFEN;
STEFFEN BROS PARTNERSHIP; STEFFEN
PROPERTIES LLC; BRIAN STEHNO; FRANK
STEHNO; STEIN° LAND CO; ERIC STELK;
MONTE STELK; STELLING FARMS INC; ROY
STOLTENBERG; CHARLES F STONE; STONE
FARMS; STORM FARMS; STRACKE CATTLE
CO; ORRIN STRAND; STROH ACRES NC; PAT
STRUCKMAN; VERDEL STUHR; STUMPFF
FARMS LLC; BRAD STUTZMAN; RONALD K
SUDBECK; MEL SUEPER; RAYMOND SUEPER;
SUEPER FARMS; SUHR FARMS; R MARK
SULLIVAN; SUNNY HEIGHTS LLC; JASON
SWERTZIC; JOHN SWERTZIC; ART
TANDERUP; TARNICK FARMS; CRAIG ALAN
TEGELER; LARRY TEGELER; G BONNIE
TESSENDORF; GALE TESSENDORF; RYAN
TESSENDORF; VAERIA THEISEN; CURT
THIELE; FRED THIELE; JOHN J THIELE;
THIELE DAIRY; BENJAMIN THIEMAN; LOLA
THOMAS; THOMAS FARMS; THOMAS LAND
COMPANY; GLENN TIDYMAN; FRED
TIEDGEN; WILLIAM J TIELKE; NORMA JEAN
TILLOTSON; HAROLD TIMMONS; MICHAEL
TIMMONS; TISTHAMMER FARMS; TLS
FARMS; DENNIS TOMKA; TRI R FARMS INC;
TRIPHIBIAN NC; TUREK LAND & CATTLE NC;
RICHARD TURNER; TIM TWIBELL; CLARENCE
UHING; UNGER FARMS LLC; ALLAN
URKOSKI; ICRAIG URKOSKI; V KNUTSON
INC; DENNIS VALENTINE; ROBERT VALES;
RANDAL VANA; KATIE VCULEK; VILLWOK

F FARMS; RANDY E VIRKA; VL CORMAN
F FARMS; LEONARD VLASAK; BETTY J
VOGLER; VOGLER VALLEY FARMS LLC;
DUANE L VORDERSTASSE; LARRY L WALLA;
BART WALLIN; BRAD WALLIN; THOMAS
WALZ; WALZ FARMS LLC; WARREN SUPPLY
CO; DENNIS L WASHBURN; BILL WEAVER;
WEBSTER BROTHERS; STEVEN WEEDER;
WEEMS LAND & LIVESTOCK INC; GERALD
WEGENER; ROSS WEGENER; LONNIE
WEICHEL; GLEN WEIDNER; WELLS FAMILY
F FARMS LLC; LUKE WERKMEISTER; MARC
WERKMEISTER; WERKMEISTER FARMS LLC;
LARRY A WERNER; WERNER FARMS; ERNEST
WHITING; DANIEL WIEDENFELD; GERALD
WIEDENFELD; WIEGLAND FARMS LLC;
BERNIE WIESE; EUGENE WIESE; JAMES W
WIESE; KENNETH B WIESE; LARRY D WIESE;
WALLACE WILD; BARRY WILKE; JULIAN
WILKE; MARK WILKE; WILLIAM A HOBBS;
KEN WILSON; WITTE ENTERPRISES; LARRY
WOITASZEWSKI; LAVERN WOITASZEWSKI;
COLE WOJTALEWICZ; GERALD
WOJTALEWICZ; TODD WOJTALEWICZ; TREY
WOJTALEWICZ; LINDA WOODRING;
CAMERON WOODY; WORRELL FARMS INC;
WORRELL FARMS INC (GRUBER); WORRELL
FARMS INC (HECOX P); WORRELL FARMS INC
(HECOX T; LARRY WULF; SCOTT 'WULF;
HAROLD DEAN YOBLE; ROY YOBLE; MARVIN
YOST; Z AFRO FARMS LLC; SALLY ZAVADIL;
CRAIG ZEISLER; PHILLIP GROTHEN; CHRIS
JOHNSON; WAYNE JOHNSON; MAGNUSSON
FARMS NC; ALVIN OLSON; JOE THIELE;
WEICHEL FARMS INC; JAMES WILKE; ELWIN
DEAN COBB; MCKIVERGAN FARMS LLC;
AARON SUDBECK FARMS; MICHAEL BACON;
JAY CUTTS; ELMER DENKER; NORBERT
FUHRMANN; GARY HOFER FARMS; JOHN
GUNDERSON; H & G PHARIS PARTNERSHIP; K
& K PHARIS PARTNERSHIP; KOPFMANN
PARTNERSHIP; M & N FARMS; PHARIS FARMS
INC; PUTNEY GRAIN INC; KARL SCHENK;
STANLEY C KOPFMANN LIVING TRUST; ROD
WAITER; WALLIVIAN FARMS; TAMARA
WHEELER; TODD OCHSNER; RILEY

BROTHERS FARMS LLC; RILEY BROTHERS LAND LLC; RENICK MARTIN; ALAN H. JERNIGAN; JERNIGAN FARMS; BRUCE SMIDT; JERR FARMS, INC.; JUILLERAT FARMS, INC.; and SCHEIDERER FARMS, INC.,

Plaintiffs,

v.

SYNGENTA AG;
SYNGENTA CROP PROTECTION AG;
SYNGENTA CORPORATION;
SYNGENTA CROP PROTECTION, LLC;
SYNGENTA BIOTECHNOLOGY, INC.; and
SYNGENTA SEEDS, INC.,

Defendants.

DEFENDANTS SYNGENTA CORPORATION, SYNGENTA CROP PROTECTION, LLC, SYNGENTA BIOTECHNOLOGY, INC., AND SYNGENTA SEEDS, INC.'S NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, defendants Syngenta Corporation, Syngenta Crop Protection, LLC, Syngenta Biotechnology, Inc., and Syngenta Seeds, Inc. (collectively, “Syngenta” or “Defendants”), expressly reserving all rights otherwise to respond to this lawsuit, including but not limited to any objection to improper venue, hereby remove the above-captioned case, which was filed in the Third Judicial Circuit of Madison County, Illinois, and captioned No. 15-L-1504, to the United States District Court for the Southern District of Illinois.

This case is removable because this Court has jurisdiction under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), and thus removal is proper under 28 U.S.C. § 1453(b).

REMOVAL JURISDICTION

1. This case is a civil action that was filed on November 17, 2015 in the Third Judicial Circuit

of Madison County, Illinois, styled *Wiemers Farms, Inc., et al. v. Syngenta AG, et al.*, No. 15-L-1504. *See* Compl. (attached as Ex. A). Plaintiffs purported to serve Syngenta Biotechnology, Inc. with the Complaint on December 7, 2015, *see* Executed Summons (attached as Ex. B) at B1, but as explained below, *see infra* para. 7, Syngenta Biotechnology, Inc. has merged into Syngenta Crop Protection, LLC and no longer exists as a separate corporate entity. No other Defendants have been served.¹

2. Removal is timely under 28 U.S.C. § 1446(b). Defendants have filed this Notice of Removal within thirty (30) days of when the Complaint and summons were served on December 7, 2015. *See Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 348-49 (1999); *see also Phoenix Container, L.P. ex rel. Samarah v. Sokoloff*, 83 F. Supp. 2d 928, 930 (N.D. Ill. 2000) (“The Supreme Court recently clarified § 1446(b) by holding that the thirty-day removal period does not begin to run until a defendant is formally served with the complaint.”) (citing *Murphy Bros.*, 526 U.S. at 353-55).
3. Removal to this Court is proper because the Southern District of Illinois, East St. Louis Division, is the district and division embracing the place (Madison County, Illinois) where the action was filed. 28 U.S.C. § 1441(a).
4. As required by 28 U.S.C. § 1446(a), Defendants have attached to this notice “a copy of all process, pleadings, and orders served upon” them. More specifically, the following documents are attached: (a) plaintiffs’ Complaint (Ex. A), and (b) all process, pleadings and orders that have been served upon Defendants (Ex. B).

¹ Defendants Syngenta AG and Syngenta Crop Protection AG are Swiss companies that have not been served. Neither their consent nor joinder is necessary for removal under CAFA, *see* 28 U.S.C. § 1453(b) (permitting CAFA removal “by any defendant without the consent of all defendants”), or under § 1446, *see* 28 U.S.C. § 1446(b)(2)(A) (requiring only those “defendants who have been properly joined and served [to] join in or consent to the removal of the action”) (*emphasis added*).

5. Upon filing this Notice of Removal, Defendants will provide written notification to plaintiffs' counsel and will file a Notification of Removal (attaching a copy of this Notice of Removal) with the Third Judicial Circuit of Madison County, Illinois.

BACKGROUND

6. Plaintiffs are individuals who reside in and, upon information and belief, are citizens of Illinois, Minnesota, Iowa, North Carolina, Indiana, Nebraska, South Dakota, Kansas, Missouri, Virginia, North Dakota, South Carolina, Wisconsin, Ohio, Colorado, Alabama, Michigan, Florida, Tennessee, Arkansas, Kentucky, Texas, Louisiana, Idaho, Maryland, Mississippi, Nevada, New Mexico, New York, Pennsylvania, and Georgia for jurisdictional purposes. *See* Compl., Ex. A ¶¶ 1-1431.
7. No Defendant is a citizen of Illinois, Iowa, Indiana, Nebraska, South Dakota, Kansas, Missouri, Virginia, North Dakota, South Carolina, Wisconsin, Ohio, Colorado, Alabama, Michigan, Florida, Tennessee, Arkansas, Kentucky, Texas, Louisiana, Idaho, Maryland, Mississippi, Nevada, New Mexico, New York, Pennsylvania, or Georgia. Defendants Syngenta AG, Syngenta Crop Protection AG, Syngenta Corporation, and Syngenta Seeds, Inc. are corporations, each of which is incorporated outside of these states and has its principal place of business outside of these states. *Id.* ¶¶ 1433-35, 1438; *see Hertz Corp. v. Friend*, 559 U.S. 77, 93 (2010) (holding that a corporation is a citizen of its place of incorporation and its “principal place of business,” which is “the actual center of direction, control, and coordination” of corporation’s activities). Defendant Syngenta Crop Protection, LLC, is a limited liability company organized under the laws of the state of Delaware, Compl., Ex. A ¶ 1436, and does not have any member that is a citizen of the above named states. *See Belleville Catering Co. v. Champaign Mkt. Place, L.L.C.*, 350 F.3d 691, 692 (7th Cir. 2003) (“[L]imited liability companies are citizens of every state of which any member is

a citizen.”). Although plaintiffs have also named Syngenta Biotechnology, Inc. as a defendant, Syngenta Biotechnology, Inc. was merged into Syngenta Crop Protection, LLC as of December 31, 2014. Prior to this merger, Syngenta Biotechnology, Inc. was incorporated in Delaware with its principal place of business in North Carolina. Compl., Ex. A ¶ 1437.

JURISDICTION EXISTS UNDER THE CLASS ACTION FAIRNESS ACT

8. Congress enacted CAFA to “ensur[e] Federal court consideration of interstate cases of national importance.” *Standard Fire Ins. Co. v. Knowles*, 133 S. Ct. 1345, 1346 (2013). To further Congress’ intent, the Supreme Court made clear just last Term that CAFA must be interpreted “broadly” in favor of removal and that ““no antiremoval presumption”” applies in ““cases invoking CAFA.”” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014); *see also, e.g.*, *Dudley v. Eli Lilly & Co.*, 778 F.3d 909, 912 (11th Cir. 2014) (“Applying this binding precedent from the Supreme Court, we may no longer rely on any presumption in favor of remand in deciding CAFA jurisdictional questions.”). CAFA creates federal jurisdiction over and makes removable “any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action in which any member of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A); *id.* § 1453(b) (“A class action may be removed to a district court of the United States in accordance with section 1446”). “Class action” is defined by the statute to include a “mass action.” *Id.* §§ 1332(d)(11)(A), 1453(a). A case is removable as a mass action if (1) there are ““monetary relief claims of 100 or more persons””; (2) those claims ““are proposed to be tried jointly on the ground that the plaintiffs’ claims involve common questions of law or fact””; (3) there is minimal diversity of citizenship; (4) ““at least one individual plaintiff . . . seek[s] recovery exceeding \$75,000””; and (5) the plaintiffs’ claims, when aggregated, put more than \$5 million in controversy.

Bullard v. Burlington N. Santa Fe Ry. Co., 556 F. Supp. 2d 858, 859 (N.D. Ill. 2008) (quoting 28 U.S.C. § 1332(d)(11)), *aff'd*, 535 F.3d 759 (7th Cir. 2008). All five requirements are satisfied here.

9. Claims For Monetary Relief On Behalf Of 100 Or More Persons. The Complaint asserts claims for damages on behalf of 1,431 plaintiffs, *see* Compl., Ex. A ¶¶ 1-1431, which exceeds CAFA's requirement that a removable mass action consist of at least 100 plaintiffs, *see* 28 U.S.C. § 1332(d)(11)(B)(i).

10. Complaint Seeks To Try Claims Jointly Based On Common Questions Of Facts Or Law. The Complaint expressly alleges that there are “significant questions of law and fact [that] are common to all Plaintiffs, and the claims of all Plaintiffs are due to be *tried together and jointly*.” Compl., Ex. A ¶ 1450 (emphasis added); *see also id.* ¶ 1449 (alleging that “[a]ll claims involve common questions” of law and fact). In addition, by joining all of the plaintiffs together in a single complaint, Illinois procedural law treats the complaint as requesting a single trial of all joined plaintiffs’ claims. *See Bullard*, 556 F. Supp. 2d at 860 (holding that plaintiffs’ proposal of a joint trial of their claims was “inherent in the very fact that plaintiffs filed a single joint complaint” because “fil[ing] one action joining all 144 plaintiffs under a single caption” requests “a single trial [a]s the default rule” under Illinois procedural law).

11. Minimal Diversity Of Citizenship. Minimal diversity exists because plaintiffs include citizens of Illinois, Iowa, Indiana, Nebraska, South Dakota, Kansas, Missouri, Virginia, North Dakota, South Carolina, Wisconsin, Ohio, Colorado, Alabama, Michigan, Florida, Tennessee, Arkansas, Kentucky, Texas, Louisiana, Idaho, Maryland, Mississippi, Nevada, New Mexico, New York, Pennsylvania, and Georgia, and none of the Defendants is a citizen

of any of those states. *See supra* paras. 6-7; 28 U.S.C. § 1332(d)(2)(A) (minimal diversity met where “any member of a class of plaintiffs is a citizen of a State different from any defendant”); *see Hart v. FedEx Ground Package Sys.*, 457 F.3d 675, 676-77 (7th Cir. 2006) (same).

12. More Than \$75,000 In Controversy For At Least One Plaintiff’s Claim. According to the Complaint, “[e]ach Plaintiff claims actual damages exceeding \$75,000, exclusive of interest and costs.” Compl., Ex. A ¶ 1432; *see, e.g., Bullard*, 556 F. Supp. 2d at 859 (finding individual amount in controversy satisfied where complaint alleged that “many of the claims asserted herein have a value in excess of \$75,000”).

13. \$5 Million Aggregate Amount In Controversy. The face of the Complaint confirms that the aggregate amount in controversy exceeds \$5,000,000. Because the Complaint alleges that “[e]ach Plaintiff claims actual damages exceeding \$75,000” and there are 1,431 total plaintiffs, Compl., Ex. A ¶¶ 1-1432; *see supra* para. 9, there is at least \$107,325,000 in controversy. *See, e.g., Bullard*, 556 F. Supp. 2d at 859 (finding aggregate amount in controversy satisfied where plaintiffs alleged that “many of the claims asserted herein have a value in excess of \$75,000” and therefore “[e]ven if only half of the 144 individual plaintiffs are seeking damages of \$75,000, their 72 claims would exceed \$5 million in the aggregate”). The Complaint also alleges that the defendants’ challenged conduct caused “billions of dollars of damages to U.S. exporters, including farmers, farm landowners and farming entities.” Compl., Ex. A ¶ 1464. Moreover, in addition to compensatory and consequential damages, plaintiffs also seek punitive damages and injunctive relief. *Id.* ¶ 1474; *see Cadek v. Great Lakes Dragaway, Inc.*, 58 F.3d 1209, 1211-12 (7th Cir. 1995) (“Where both actual and punitive damages are recoverable under a complaint each must be considered to the

extent claimed in determining the jurisdictional amount.”” (quoting *Bell v. Preferred Life Soc'y*, 320 U.S. 238, 240 (1943)); *Tropp v. W.-S. Life Ins. Co.*, 381 F.3d 591, 596 (7th Cir. 2004) (“[T]he cost a defendant incurs in complying with injunctive relief is a legitimate consideration in a jurisdictional inquiry.”).

14. **None of CAFA’s narrow exceptions apply.** *See Appert v. Morgan Stanley Dean Witter, Inc.*, 673 F.3d 609, 618 (7th Cir. 2012) (“CAFA was enacted to grant[] broad federal jurisdiction over class actions and establishes narrow exceptions to such jurisdiction.”) (alteration in original). The local-controversy exception does not apply because none of the Defendants is a citizen of Illinois. *See* 28 U.S.C. § 1332(d)(4)(A)(i)(II)(cc) (requiring in part that “at least [one] defendant is a defendant who is a citizen of the State in which the action was originally filed”). The home-state controversy exception and discretionary exception do not apply for the same reason. *See* 28 U.S.C. § 1332(d)(4)(B) (requiring in part that “the primary defendants, are citizens of the State in which the action was originally filed” for the home-state controversy exception); 28 U.S.C. § 1332(d)(3) (requiring in part that “the primary defendants are citizens of the State in which the action was originally filed” for the discretionary exception); *Hart*, 457 F.3d at 679 (same for both home-state controversy and discretionary exception). Nor does the single-event exception apply. *See* 28 U.S.C. § 1332(d)(11)(B)(ii)(I) (applies where “all of the claims in the action arise from an event or occurrence in the State in which the action was filed, and that allegedly resulted in injuries in that State or in States contiguous to that State”). Plaintiffs do not allege that all of their claims arise from a single event in Illinois, but instead allege that their claims arise from a number of acts over a number of years undertaken by Syngenta entities located both inside and outside the United States (none of which is located in Illinois), including (a) Syngenta’s decision to commercialize and sell Viptera and Duracade corn

seeds in various states, and (b) certain representations made outside of Illinois by different Syngenta entities. *See* Compl., Ex. A ¶¶ 1442, 1459-63; *see, e.g.*, *Nevada v. Bank of Am. Corp.*, 672 F.3d 661, 668 (9th Cir. 2012) (single-event exception applies “only where all claims arise from a single event or occurrence” within the state). And the Complaint alleges that plaintiffs were injured outside of Illinois and outside of states contiguous to Illinois. *See* Compl., Ex. A ¶ 1444 (alleging that injuries were felt by “[m]ultiple Plaintiffs [who] reside in and are citizens of states which are not contiguous to Illinois,” including “North Carolina, Minnesota, Alabama, Arkansas, Colorado, Florida, Georgia, Idaho, Kansas, Louisiana, Maryland, Michigan, Mississippi, Nebraska, Nevada, New Mexico, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, and Virginia.”).

CONCLUSION

For the foregoing reasons, Defendants remove this action from the Third Judicial Circuit of Madison County, Illinois, to the United States District Court for the Southern District of Illinois.

December 17, 2015

Respectfully submitted,

SYNGENTA CORPORATION,
SYNGENTA CROP PROTECTION, LLC,
SYNGENTA BIOTECHNOLOGY, INC.,
SYNGENTA SEEDS, INC., Defendants

By: /s/ Michael J. Nester

Michael J. Nester (ARDC #0203211)
DONOVAN ROSE NESTER P.C.
201 South Illinois Street
Belleville, IL 62220
Telephone: (618) 212-6500
Fax: (618) 212-6501
Email: MNester@drnpc.com

CERTIFICATE OF SERVICE

I hereby certify that I have electronically filed the foregoing document with the Clerk of this Court by using the CM/ECF system. I also certify that a copy has been served on counsel for plaintiffs via U.S. mail, postage prepaid and properly addressed, this 17th day of December, 2015:

James G. Onder
ONDER, SHELTON, O'LEARY &
PETERSON, LLC
100 E. Lockwood Ave.
2nd Floor
St. Louis, MO 63119
Telephone: (314) 693-9000
blair@onderlaw.com

Francois M. Blaudeau
2224 1st Avenue North
Birmingham, AL 35203
Telephone: (205) 325-3335
francois@southernmedlaw.com

Todd Harvey
BURKE HARVEY, LLC
3535 Grandview Parkway
Suite 100
Birmingham, AL 35242
Telephone: (205) 930-9091
tharvey@burkeharvey.com

W. Lewis Garrison, Jr.
HENINGER GARRISON DAVIS,
LLC
2224 1st Avenue North
Birmingham, AL 35203
Telephone: (205) 326-3336
wlgarrison@hgdlawfirm.com

Brian L. Kinsley
2400 Freeman Mill Road, Ste. 200
Greensboro, NC 27406
Telephone: (336) 333-9899
blkinsley@crumleyroberts.com

David A. Domina
DOMINA LAW GROUP PC LLO
2425 S. 144th Street, Omaha, NE
68144
Telephone: (402) 493-4100
ddomina@dominalaw.com

/s/ Michael J. Nester

Michael J. Nester (ARDC #0203211)